

# CONTENTS

V 1822/16	
INTRODUCTION	2
System requirements	3
Installation and running	3
GAME CONFIGURATION	4
GAME SETTING	8
GAME	14
Main characters	14
Weapon	16
Artifacts	18
Player screen (PS)	19
Multiplayer game	21
CREDITS	22
LICENSE AGREEMENT	24

# INTRODUCTION

Hellforces is a First Person Shooter-style game where the events take place in the near future, in different parts of the globe and in parallel worlds, too. You will be guided through video clips that let you know how the plot develops and what to do.

Steven Geist, a former Rapid Response Task Force member, cancelled his contract and started working as a bartender. As he was no different from many other bartenders, Steven lived an easy and ordinary life, serving clients and knowing the latest gossip. But it was curtains for his peaceful life when he met his former girlfriend Linn Brodman. He learns from her that the world-famous religious organization, the New Dawn Church, has started purchasing human souls. Several days later, under strange circumstances, Linn disappears without a trace. At the same time, strange events occur in the area where the New Dawn Church head's mansion is located. Steven feels the two events are interconnected and sets off in search of Linn.



# SYSTEM REQUIREMENTS

Supported operating systems: Windows 98, Windows 2000,

Windows XP

Sound card: Compatible with Direct Sound DirectX version: DirectX 9.0 or higher

Free HDD space: 1.5 GB

#### MINIMUM

Processor: 1500 MHz

**RAM: 256 MB** 

Video display card: GeForce 3 64 MB

CD-ROM: x8

### **RECOMMENDED**

Processor: 2500 MHz

**RAM: 512 MB** 

Video display card: GeForce 5600 FX 128 MB

CD-ROM: x8

# INSTALLATION AND RUNNING

- 1. Insert the first Hellforces CD in to your CD-ROM drive. The installation should start automatically. If this does not occur, please use your Windows Explorer (the browser) to open the game CD and run the setup.exe file in the root directory of the Hellforces CD.
- 2. The setup program will guide you through the whole setup process.
- 3. In order to launch the game, select Start> Programs> Buka> Hellforces and press Play.

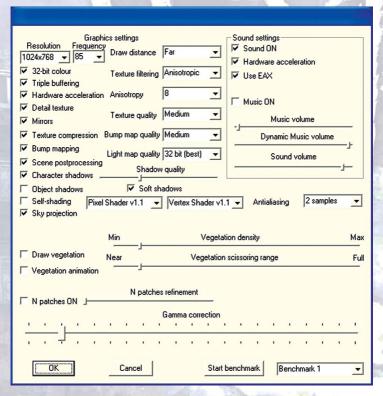
**UNINSTALLING HELLFORCES:** 

Select Start> Programs> Buka>Hellforces> Uninstall or use the Windows add/remove programs utility in the Control Panel.



# **GAME CONFIGURATION**

You can set up the game configuration when you first start the program or by running the config.exe file. All current settings will be retained for the next time you start the game. A portion of the settings are placed in the video and sound settings in the settings options of the game's main menu.



Attention! Most of the video settings affect the performance and quality of the game graphics.



# GRAPHICS SETTING

#### POPUP MENU DESCRIPTION:

Frequency: setting the screen refresh rate. You can select a fixed screen refresh rate from the list of available rates or select Default. In the latter case, the screen refresh rate will be set by Windows as what is optimal for the selected game resolution.

Draw distance: Geometry cut-off range, i.e. a distance at which the game world visualization is already impossible for the player. Available values: Far, Medium and Near. With a minimum PC configuration, it is recommended to choose Near.

Texture filtering: Texture filtering type. Available values: Linear, Anisotropic, Trilinear + Anisotropic, Trilinear. The lowest quality mode is Linear, the best quality mode, consuming the most resources is Trilinear + Anisotropic. With a minimum PC configuration, it is recommended to choose Linear.

Anisotropy: Texture filtering quality. Available values: 1, 2, 4, 8, 16. The best and slowest is 16, the fastest is 1.

Texture quality: Texture quality in the game. Available values: Maximum (high quality), Medium (average quality), Low (low quality), Very Low (very low quality). This parameter affects the video buffer volume used by the game. If your video adapter has more than 128 MB in video buffer, use the Maximum value (high quality).

Bump map quality: Bumpmap texture size. Available values: Maximum (high quality), Medium (average quality), Minimum (low quality). If your video adapter has more than 128 MB of video buffer, use the Maximum value.

Light map quality: Available values: 32bit [best] (high quality), 16bit [good] (average quality), compressed [poor] (low quality). This parameter affects the video buffer volume used by the game. If your video adapter has more than 128 MB of video buffer, use the 32bit value [best] (high quality). The compressed option [poor] provides the best performance, but it makes artefacts visible at the graphics output.

Antialiasing: Evening-out the polygon edges on the screen, available values are: none (anti-aliasing unavailable), 2 samples, 4 samples, 6 sampes.

Attention! By selecting 4 or 6 samples with a screen resolution higher than 800x600, you may significantly slow down the screen graphic output.

You can select between the versions of Vertex Shaders and Pixel Shaders in options. For Pixel Shader, versions 1.1, 1.2, 2.0 are supported, while for Vertex Shader versions 1.1, 2.0 are supported.



Attention! Your video display card may not fully support the selected shader versions at the hardware level, therefore some slowing down in the screen graphic output may occur.

#### **CHECK BOX DESCRIPTIONS:**

32-bit color: Includes game graphics output in the 32 bits per pixel mode. If this option is turned off, game will run in 16 bits per pixel mode. The 32 bits per pixel mode will improve image quality, but the game may slow down.

Triple buffering: Screen triple buffering is turned on. This option may accelerate the screen graphic output, but especially together with the disabled option of 32bit color, artifacts may appear during the 3D object visualization at the far shot and medium shot.

Hardware acceleration: Use TnL (transformation and lighting hardware module). It significantly accelerates graphic output in the game for video display card GeForce and higher.

Detail textures: Enable detail texture display.

Mirrors: This option allows you to turn on mirrors and mirror surfaces in the game. With a minimum PC configuration, it is recommended to disable them.

Texture compression: Turn on the texture compression. If your video adapter has more than 128 MB of video buffer, you may leave texture compression disabled.

Bump mapping: This option includes additional relief display for the weapons, characters and other objects in the game.

Scene Postprocessing: This option includes additional effects – the effect of distortion under the influence of hot air, refraction in the water column, etc. It may cause noticeable decrease in your PC performance whilst running the game. With a minimum PC configuration, it is recommended to disable this option.

Character shadows: Turn on the characters' shadows projecting from the sources of light.

Object shadow: Turn on the objects' shadows projecting from the sources of light.

Soft shadows: Turn on the shadow edges evening out.

Shadow quality: A slider to adjust the shadow quality cast by the characters. By moving it to the left, you will worsen the characters' shadows, by moving it right you will improve them. With a minimum PC configuration, it is recommended to use lower shadow quality.

Sky projection: Turn on the cloud projecting shadows on the ground.

Self-shading: Turn on the characters' self-shading. By turning on this option, you will seriously reduce performance.

Gamma correction: A slider to adjust monitor screen brightness whilst playing the game.



Attention! By simultaneously turning on the Scene Postprocessing, Object shadows, Character shadows, Bump mapping, Self-shading options, you may significantly decrease performance and the average number of frames per second. It is not recommended for systems with minimum or close to minimum configuration.

# SOUND SETTING

### **CHECK BOX DESCRIPTIONS:**

Sound ON: Turns the accompanying sound in the game on/off.

Hardware acceleration: Use hardware acceleration for the sound. This option may be locked for certain old sound cards.

Use EAX: Use this item to turn on the EAX sound effects (requires hardware mixing and EAX support).

Music ON: Turns the game music on/off.

Music volume: Music volume slider.

Dynamic music volume: Volume slider for dynamic sound

accompaniment.

Sound volume: Sound volume slider.

# OTHER OPTIONS

Draw vegetation: Show vegetation in the game.

With a minimum PC configuration, it is recommended to disable this option.

Vegetation animation: Turn on vegetation animation.

Vegetation density: A slider to adjust vegetation density in the game.

Attention! The maximum values of this parameter may cause noticeable increase of the game level loading times. The recommended value is approximately the center scale position for all configurations.

Vegetation scissoring range: Vegetation cut-off range, i.e. the distance at which the vegetation visualization is already impossible for the player.

Attention! Increasing this parameter may cause a significant decrease in frame frequency. The recommended value is approximately the center scale position for all configurations.

N patches ON: An option for model evening-out according to the ATI Technologies N patches technology, it is active only for the ATI Technologies video adapters in the Radeon series.

N patches refinement: A slider to adjust model evening-out with the N patches ON option enabled.

To test the productivity of your computer with the selected settings, press «Start benchmark».



A level will load, and the program will calculate minimum, average and maximum FPS value for the level.

To test the productivity on another level, choose «Benchmark 2» or «Benchmark 3» from the dropdown list by the button.

# GAME SETTING

## MAIN MENU

When Hellforces is loaded, you will reach the main menu. It includes the following options:



# NEW GAME

Select «New game» to run a single player game. Specify the required level of difficulty. To proceed, select «New game». To quit to the main menu, press Escape.

# SAVE GAME

To save the current game, select «Save game». There are 12 slots available for saving. Saving is done together with the related screenshot and the episode name. Select «Accept» if you want to save the game or «Cancel» if you wish to close the save panel and quit to the main menu.



# LOAD GAME

To load a saved game, select «Load game». Select the appropriate slot for loading, then press «Accept» if you want to load the game, or «Cancel» if you wish to close the load panel and quit to the main menu.

# MULTIPLAYER

Choose this option to start a multiplayer game on LAN. The number of players in LAN mode is limited to 8 (that includes the server). Multiplayer menu will appear as shown:



### SERVER CREATION

During the server creation you can choose and set to your liking the following parameters:

Server name: type in the name of your server, under which it will appear in the servers list for players who wish to join in. The server name must not be longer than 12 characters.

Select the map: select a map for the game session. All maps for online game are placed in a separate directory.

There are two types of game session limit: time limit and frag limit. The maximum number of frags you can set is 999. The maximum length of game session is 999 minutes (that is, 16 hours 39 minutes).

To choose the game mode (Deathmatch or Duel) check the corresponding checkbox in the Select game type field. In Deathmatch mode the number of players is limited to 8, while the Duel mode is for two players only.



#### PERSONAL SETTINGS

Each player (including the server) can set their unique name and skin. The name must not be longer than 18 characters.

When all parameters have been set correctly, the server should click on «Create» to start the game. The client should choose the server from the list and click on «Play». To refresh the available servers list, click on «Refresh list».

## SETTINGS

The setting options allow you to choose required game settings and controls at your discretion. The settings panel includes the following subitems:

### **VIDEO**



Character shadows: Turn on the characters' shadows projecting from the sources of light.

Object shadows: the objects' shadows projecting from the sources of light.

Soft shadows: Turn on the shadow edge evening-out.

Shadows quality: A slider to adjust the quality of shadow cast by the characters. By moving it to the left, you will worsen the characters' shadows, by moving it to the right you will improve them. With a

minimum PC configuration, it is recommended to reduce shadow quality.

Detail texture: Turn on detailed texture display.



Mirrors: This option lets you turn on mirrors and mirror surfaces in the game. With a minimum PC configuration, it is recommended to disable them.

Sky projection: Turn on the cloud projecting shadows on the ground. Draw vegetation: Show vegetation in the game. With a minimum PC configuration, it is recommended to disable this option.

Vegetation animation: Enable vegetation animation.

Gamma correction: A slider to adjust the brightness of the monitor while playing the game.

#### SOUND



Sound volume: A slider to adjust sound volume in the game. Dynamic music volume: Volume slider for dynamic sound accompaniment.

Music volume: A slider to adjust the volume of the background music in the game.

Music ON: Toggles music in the game on/off.

### **CONTROLS**

In this sub-section, you can set up the controls at your discretion. To re-assign keys, you should specify a required key

and press the related button.



Control parameters are divided into three tabs:

Movement – setting the movement parameter keys.



Default setting is shown in brackets. Forward (W) to walk, swim forward

Backward (S) to walk, swim backward

Strafe left (A) to run sidelong to the left while looking ahead Strafe right (D) to run sidelong to the right while looking ahead Duck (Left Control) to duck

Jump (Right Mouse Button) to jump, float to the surface or climb up the ladders. You can use double-jump to jump higher.

Mouse sensitivity is a slider to adjust mouse sensitivity in the game.

Mouse inversion is a check box to change turning direction and the viewing line tilt in the game.

# Weapons sets the weapon operation keys.



Default setting is shown in brackets.

Primary Fire (Left Mouse Button) to fire, attack with a close combat weapon, to throw a grenade.

Alternative firing to attack with an additional (Middle Mouse key) firing type.

Reload (R) to reload weapon.

Weapon group (1-8) to select from a corresponding weapon group.



Items is used to set up object control.



Default setting is shown in brackets.

Use/Press (Enter) is for using an external object, pressing a button or engaging a lever.

Next object ([) is used to show the next object in the inventory. Previous object (]) is used to show the previous object in the inventory.

Use object (U) is pressed to use an object in the inventory. Screenshot (Insert) is used to save a screenshot to the SSHOTS folder in the game root directory.

Select «Accept» if you want to save the current configuration or «Cancel» if you want to close the settings panel and quit to the main menu.

# CREDITS

You can find a list of the game developers here.

# QUIT

Use this to quit to Windows.

If you open the main menu while playing the game, you can return to the game by pressing the Escape key or using the icon with an image of a target located in the bottom right-hand corner of the screen.



# GAME

# MAIN CHARACTERS

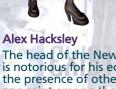
#### Steven Geist

A former soldier, now a bartender in one of the bars in the outskirts of the city.



### Linn Brodman

Steven's former girlfriend. She is a drug addict and is one of the New Dawn Church followers.



The head of the New Dawn Church, He is notorious for his eccentric behavior in the presence of others. He is regarded as a saint among the New Dawn Church followers.



### Alan Draft

Interpol agent who is urgently sent for from Geneva to investigate the case on disruption caused by the New Dawn Church followers.

**Henry Alfred Cole** Creator of the soul and body separation technology.





# WEAPON

#### COLD STEEL



A piece of pipe: Never go into the slum without a weapon.

Firing mode 1: Strike

Baseball bat: A favorite weapon among street fighters.

Firing mode 1: Strike





Knife: Suitable both for dressing and cutting unlucky game.

Firing mode 1: Strike

Butcher knife: Maniacs' weapon number one

across the world. Firing mode 1: Strike





Machete: It is made to cut cane, but it is also suitable for cutting off arms and legs.

Firing mode 1: Strike

#### **PISTOLS**



Walther P99la pistol:

Semi-automatic pistol made for the police. Firing mode 1: Semi-automatic, single shots.

Firing mode 2: Semi-automatic, unsighted firing.

The H&K SOCom MK 23 pistol with silencer:

Semi-automatic pistol with silencer.

Firing mode 1: Semi-automatic, single shots.

Firing mode 2: Semi-automatic, unsighted firing





Colt Python MK2 revolver: Large caliber revolver. Firing mode 1: Single shots.

#### **AUTOMATIC FIRING**



The H&K CAWS-M shot-gun: Automatic shot-gun. It is made for assault operations in task forces and is to be used at short and medium range.

Firing mode 1: Automatic, single shots.

Firing mode 2: Automatic, three-shell bursts.

The H&K MP6 machine: Tommy-gun.

Rapid-firing with high accuracy.

Firing mode 1: Automatic, burst of fire.

Firing mode 2: Automatic, three-shell bursts.





The Kalashnikov submachine gun AK-117G: An offspring of the famous AK-74.

Firing mode 1: Automatic, burst of fire.

Firing mode 2: Firing with a subbarrel grenade cup discharge.

Heavy machine-gun M249 mod 7.62:

A four-barrel assault machine-gun made in the latest composite materials.

Firing mode 1: Automatic, burst of fire.

Firing mode 2: Automatic, burst of fire, maximum rapid-firing.



# **SNIPER EQUIPMENT**



Laser rifle I-Stell 3K
Firing mode 1: Single.
Firing mode 2: Optics ON.



#### **HEAVY WEAPON**



Plasma gun HRPM plasma

Experimental model. Precise data not specified.

Rocket gun Shtall-GMR7k: Gyro-rocket carabine, a modern version of the outdated grenade cup discharge with drums.



Firing mode 1: Semi-automatic, single shots Firing mode 2: Automatic, three-shell bursts.

### **EXPLOSIVE**



Hand grenade: A weapon that has not changed significantly over the last hundred years.

Firing mode 1: Throw and forget it.

# ARTIFACTS

Artifacts are objects that Steven sometimes come across while wandering about. Both their origin and creator are unknown, but they undoubtedly have interesting features. If you uncover such features, you will have a significant advantage over your rival. It is known that there are 19 such artifacts.



# PLAYER SCREEN (PS)



### PLAYER STATUS INDICATOR

In the bottom left-hand corner of the screen, there is a status indicator that shows current stamina status in red and current armor status in grey. If the armor value falls to zero, you become more vulnerable and start losing much more stamina when shot.

#### WEAPON AND AMMUNITION INDICATOR

In the bottom right-hand corner of the screen, there is a weapon indicator that shows an icon with the current weapon selected together with the amount of available ammunition. Under the indicator, there is a shell counter showing how many shells there are in the current magazine. If a gun features an alternative firing mode requiring the use of shells other than those in the main firing, then the weapon and ammunition indicator shows the amount of ammunition and the magazine shell counter for that firing mode too. For cold steel, only an icon for the current weapon is displayed. When the current gun magazine is empty, it automatically recharges. You can also recharge your gun using the Reload key.



#### CHANGE OF WEAPON

At the top of the screen, there are icons showing the weapon that the player can carry with him/herself. The weapons are subdivided into groups that can be selected with the keys 1 through 8, while selection within the groups is achieved by repeatedly pressing the group key. Direct weapon selection is achieved by pressing the Fire key.

#### **ARTIFACTS**

If there is an artifact on your level, you can add it to your inventory and then use it. For that, you can use the keys Next object and Previous object to change artifact in your inventory. In the upper left-hand corner of the screen, an icon for the current artifact will light up; it is activated by pressing the Use object key.



# CREDITS

# ORION COMPANY

DEVELOPMENT DEPARTMENT MANAGER:

Nikolay Khudentsov PROJECT MANAGER:

Ilya Isaykin

**CHIEF PROGRAMMER:** 

Nikolay Khudentsov

**CHIEF DESIGNER:** 

**Alexey Pastushkov** 

PHYSICS PROGRAMMING:

Arkady Yudayev

**GAME INTEGRATION:** 

**Dmitry Lobov** 

LEVEL DESIGNING:

Alexey Pastushkov

Vitaly Smolyaninov

Edward Mikhalev

Denis Konovalov

Ilya Isaykin

**SCENARIO & DIALOGUES:** 

Alexey Gelman

Ilya Isaykin

Alexey Pastushkov

### **CHARACTER MODELLING:**

Sergey Khatenkov

**OBJECT MODELLING:** 

Yevgeny Pavlukhin

Irina Yevlakhova

**CHARACTER ANIMATION:** 

**Dmitry Severinov** 

Nikolay Levadny

**Dmitry Sobolev** 

SOUND:

Ilya Isaykin

MUSIC:

**Andrey Pershin** 

2D GRAPHICS & DESIGN:

Yevgeny Lashchev

Denis Grechko

Sergei Shishkin

WEB DESIGN:

Alexey Pastushkov

Yevgeny Lashchev

Ilya Isaikin

**WEB PROGRAMMING:** 

Yelena Abramova

SPECIAL THANKS TO:

Alexey Kostyuk

**Igor Minin** 



# **BUKA COMPANY**

PRODUCERS:

Ivan Moroz

Artem Chukanov

**SENIOR PRODUCER:** 

Ivan Moroz

LOCALIZATION MANAGER:

Alla Pashutina

**TECHNICAL ADVISER:** 

Roman Potapkin

SOUND ADVISER:

Ruslan Dmitriyev

**DESIGNERS:** 

Sanan Ushanov

Daniella Klimashevskaya

**USER MANUAL LAYOUT:** 

Marina Dashkova

Stepan Illichevsky

PR&MARKETING MANAGER:

Julia Gribonosova

PRODUCER ASSISTANT:

Nikolay Safronov

BETA TESTING COORDINATOR:

Alexander Pak

**SENIOR TESTER:** 

Ekaterina Myshenko

## **BUKA COMPANY TESTERS:**

Alexey Peshekhonov

Ivan Rainov

Ivan Rid

Kirill Bestemyanov

#### **TESTERS:**

**Jaor Pokrovsky** 

Anton Yepishin

Mikhail Matyushov

Denis Pankratov

Yevgeny Popov LEGAL ADVISER:

Georgy Vitaliyev

DIRECTOR:

Alexander Mikhailov

VP FINANCIAL:

Marina Ravun

**VP INTERNATIONAL:** 

Inna Bukatina

VP DEVELOPMENT:

**Dmitry Kuleshov** 

SPECIAL THANKS TO:

Ivan Bunakov

Alla Pashutina

**Teodor Prodan** 

Irina Izotova

# BUKA ENTERTAINMENT ENTERPRISES END USER LICENSE AGREEMENT

#### **READ THE FOLLOWING CAREFULLY!**

This is a legal agreement («Agreement») between you, the end user («You») and («Buka Entertainment Enterprises») with offices at («1 Kashirskoje Shosse, Building 2, Moscow, 115230, Russian Federation (collectively «Buka»)»). This Agreement is part of a package (the «Package») that includes one or more CD-ROM discs containing one or more Buka software products (collectively, the «CD-ROM») and certain electronic and/or written materials (the «Documentation»).

BY INSTALLING THE CD-ROM OR USING ANY OF THE SOFTWARE PROVIDED THEREON, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. YOU UNDERSTAND THAT, IF YOU PURCHASED THE PACKAGE FROM AN AUTHORIZED RESELLER OF BUKA, THE RESELLER (NOR ANY OTHER THIRD PARTY) IS NOT AN AGENT OF BUKA AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, STATUTORY OR OTHERWISE, ON BEHALF OF BUKA, NOR TO VARY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

If You do not agree to the terms of this Agreement, promptly return the entire Package to the place You obtained it for a full refund. In such event, You may not use the Package or any part thereof.

# 1. LIMITED LICENSE:

You are entitled to use this CD-ROM and the software products provided on the CD-ROM for your own personal, non-commercial use, but You may not sell or transfer reproductions of the CD-ROM or Documentation or any other part of the Package to other parties in any way. You may use one copy of the CD-ROM on a single terminal connected to a single computer. You may not network the CD-ROM (or any part thereof) or otherwise use it on more than one computer or computer terminal at the same time. You acknowledge that Buka is not responsible for the Internet or whether it should continue to exist in its present form or whether or not a government or governmental agency, either foreign or domestic, will control, regulate or disband the Internet. You agree not to use the CD-ROM or any of the programs on the CD-ROM in any manner other than its intended use and/or purpose.



### 2. OWNERSHIP; COPYRIGHT:

Title to the CD-ROM and the Documentation, and patents, trademarks, copyrights and all other intellectual property and other property rights applicable thereto, shall at all times remain solely and exclusively with Buka and/or its licensors, and You shall not (nor shall You permit any third party to) take any action inconsistent with such title. The CD-ROM and the Documentation and the other components of the Package are protected by Russian Federation and other applicable laws and by international treaty provisions. Any rights not expressly granted herein are reserved to Buka and/or its licensors. You agree and understand that You are provided with LICENSED RIGHTS; nothing herein shall be deemed to be a transfer of ownership of any software or proprietary materials of Buka or its licensors. You may not modify or remove any proprietary rights notices of Buka or any of its licensors.

#### 3. OTHER RESTRICTIONS:

You may not cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, disseminating, uploading, transmitting, or otherwise distributing the CD-ROM (or any software provided to You) or the Documentation by any means or in any form, without the prior written consent of Buka. You may not modify, enhance, supplement, create any derivative works from, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the object code form of any software on the CD-ROM (or of any other software products provided to You) to human readable form, or use parts of the CD-ROM independently of the CD-ROM or the respective software products. You may not (and may not permit any third party to) avoid, circumvent or disable any security mechanism, procedure or protocol, or any copyright protection, provided or included in connection with the Package or the CD-ROM, or any part thereof.

# 4. LIMITED EXPRESS WARRANTY; DISCLAIMER:

Buka warrants for a period of ninety (90) days following original retail purchase of this copy of the CD-ROM (the «Warranty Period»), that the CD-ROM media is, and under normal use shall be, free from substantial errors or defects that will materially interfere with the operation of the CD-ROM as described in the Documentation. This limited express warranty applies to the initial purchaser only.

EXCEPT AS STATED ABOVE, BUKA MAKES NO OTHER WARRANTY, REPRESENTATION, OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS, STATUTORY OR OTHERWISE, ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

Some jurisdictions do not allow limitations on how long an implied or express warranty or condition lasts, so the above limitation may not apply to You. This limited express warranty gives You specific legal rights, and You may also have other rights which vary from jurisdiction to jurisdiction.

If You believe You have found an error or defect in the CD-ROM that would constitute a breach of the above limited warranty during the Warranty Period, and (i) You are in the («Russian Federation»), You may call Buka Customer Service Department at Moscow («(905) 111-54-40, between the hours of 10:00 a.m. and 6:00 p.m.»), and should have ready your product number, the computer brand, process or make and speed, CD make and speed, operating system, sound card name and video card name; or (ii) if You are outside the («Russian Federation»), send your original CD-ROM disc to Buka Entertainment Enterprises at («1 Kashirskoje Shosse, Building 2, Moscow, 115230, Russian Federation») together with a dated proof of purchase, your product number, a brief description of such error or defect, and the address to which it is to be returned.

If You have a problem resulting from such a manufacturing defect in the CD-ROM, Buka entire liability and Your exclusive remedy for breach of this limited warranty shall be the replacement of the CD-ROM, within a reasonable period of time and without charge, with a corrected version of the CD-ROM. Any replacement CD-ROM shall be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. This limited warranty shall not be applicable and shall be void if the defect in the CD-ROM is found to be the result of abuse, unreasonable use, mistreatment or neglect. Some jurisdictions do not allow the exclusion or limitation of relief, incidental or consequential damages, so the above limitation or exclusion may not apply to You.



### 5. WARRANTY CARD AND WARRANTY PROTECTION:

To be eligible for warranty protection hereunder, You must fill out and mail in the Warranty Registration Card included in the Package within thirty (30) days of purchase. Failure to send in Your Warranty Registration Card within thirty (30) days of purchase shall result in the loss of Your warranty protection. Warranty protection is available only to You, the original purchaser. In the event of any questions in this regard, Buka reserves the exclusive right to determine warranty eligibility and appropriate redress, if any.

### 6. LIMITATION OF LIABILITY:

IN NO EVENT SHALL BUKA BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, EVEN IF BUKA IS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE ENTIRE LIABILITY OF BUKA ARISING FROM OR IN ANY WAY RELATED TO THE PACKAGE, THE CD-ROM, OR ANY PART THEREOF, OR THIS AGREEMENT, EXCEED IN THE AGGREGATE THE PURCHASE PRICE OF THE PACKAGE.

Some jurisdictions do not allow the exclusion or limitation of special, incidental, consequential, indirect or exemplary damages, or the limitation of liability to specified amounts, so the above limitation or exclusion may not apply to You.

### 7. TERMINATION:

This Agreement is effective until terminated. It shall terminate automatically without notice if You fail to comply with any provision of this Agreement. Upon termination You shall cease using all software provided to You hereunder, and destroy the CD-ROM and the Documentation, and all copies of any parts thereof.

# 8. GENERAL:

This Agreement constitutes the entire understanding between Buka and You with respect to subject matter hereof. Any change to this Agreement must be in writing, signed by Buka and You. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by Buka in writing. You shall be responsible for and shall pay, and shall reimburse Buka on request if Buka is required to pay, any sales, use, value added (VAT), consumption or other tax (excluding any tax that

is based on Buka net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Package. This Agreement and any and all rights provided to You in connection with the Package shall automatically terminate, without the requirement of any further action by Buka, upon breach of any of the terms herein. Upon termination, You must immediately cease use of the CD-ROM (including all software) and all other parts of the Package. No waiver of Buka rights shall be effective unless made in a writing signed by a duly authorized representative of Buka. You understand that the CD-ROM (or software thereon) may contain confidential information and/or trade secrets of Buka; You agree to maintain and protect such confidential information and trade secrets in strictest confidence for the benefit of Buka, and not to use or disclose them without express authorization from Buka.

All disclaimers of warranty and Sections 2, 3, 5, 6, 7, 8, 9, and 11 shall survive any termination of this Agreement. If any provision of this Agreement is held to be invalid, it shall be deemed severed from this Agreement, and deemed replaced with a substitute provision that retains to the maximum extent possible, the effect, scope and economic benefit of the severed provision consistent with applicable law. All other provisions shall continue in full force and effect.

All notices and demands to Buka hereunder shall be in writing and shall be served by personal service or by mail at the address first set forth in this Agreement (or at such different address as may be designed by Buka from time to time by written notice), Attn: Vice President – Legal. All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally/internationally recognized express courier, and shall be deemed complete upon receipt.

# 9. EXPORT AND IMPORT COMPLIANCE:

In the event You export the CD-ROM or the Documentation or any other part of the Package from the country in which You first received it, You assume the responsibility for compliance with all applicable export and re-export regulations, as the case may be.

# 10. SUPPORT SERVICES:

Support services, if any, provided by Buka shall be subject to the terms of this Agreement and Buka current support policies. Buka provides all support services on an «as is» basis.



## 11. GOVERNING LAW; ARBITRATION:

This Agreement shall be governed by, and any arbitration hereunder shall apply, the laws of the («Russian Federation»), excluding (a) its conflicts of laws principles; (b) the United Nations Convention on Contracts for the International Sale of Goods; (c) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (d) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. Any dispute, controversy or claim arising out of or relating to this Agreement or to a breach hereof, including its interpretation, performance or termination, shall be finally resolved by arbitration. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by Buka, one to be appointed by You and a third being nominated by the two arbitrators so selected. The arbitration shall be conducted in Russian and in accordance with the then-current commercial arbitration rules of the RF. The arbitration, including the rendering of the award, shall take place in Moscow, Russian Federation, and shall be the exclusive forum for resolving such dispute, controversy or claim. The decision of the arbitrators shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. Notwithstanding anything contained in this Paragraph to the contrary, Buka shall have the right to institute judicial proceedings against You or anyone acting by, through or under You, in order to enforce Buka's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.